

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHERN DIVISION**

**CENNOX REACTIVE FIELD SERVICES, LLC
F/K/A TECNIFLEX LLC
d/b/a BANCSource**

Plaintiff,

v.

**CASH CLOUD, INC.
d/b/a Coin Cloud**

Defendant.

Case No. 6:22-cv-03274-RK

DECLARATION OF BRYAN WADE
IN SUPPORT OF PLAINTIFF'S MOTION FOR DEFAULT JUDGMENT

I, Bryan Wade, declare:

1. I am an attorney admitted to the bar of the State of Missouri and practice at the law firm of Husch Blackwell LLP ("Husch Blackwell"), which maintains offices at 300 East Sunshine Street, Suite 300, Springfield, Missouri 65809.

2. Husch Blackwell acts as counsel for Plaintiff Cennox Reactive Field Services, LLC ("Plaintiff") including the instant action.

3. I have personal knowledge of the facts sets forth in this Declaration, or have knowledge based upon my review of the documents maintained in the file in this matter, and, if called to do so, can testify competently thereto.

4. In my role at Husch Blackwell, I am the principal attorney managing the above-captioned matter. I have personal knowledge of the billing arrangements between Husch Blackwell and Plaintiff.

5. In the course of my practice, I am responsible for reviewing the monthly invoices

EXHIBIT 1

generated by Husch Blackwell for its services in relation to the above-captioned matter and am familiar with both: (a) the work that Husch Blackwell and its professionals have done in relation to the above-captioned matter, and (b) the amounts billed by Husch Blackwell for those services.

6. As set forth in Plaintiff's Complaint, Defendant owes \$766,434.99 from unpaid invoices related to goods and services provided by Plaintiff to Defendant.

7. The Complaint also provides that Defendant is entitled to prejudgment interest at the maximum rate per law pursuant to the contract of the parties.

8. The total prejudgment interest from the time of service to the default date amounts to \$5,748.26.

9. The Complaint provides that Defendant is entitled to attorney fees and costs pursuant to the contract of the parties.

10. The total amount of attorney fees and costs amounts to \$3,120.00 related to work filing the petition, reviewing documents, and filing the motions for judgment in the above-captioned matter.

11. The services and fees rendered, hours expended, and costs and expenses expended by Husch Blackwell were both necessary and reasonable for the prosecution of Plaintiff's claims in this matter.

12. In total, Defendant owes Plaintiff the sum of \$775,303.25 (hereinafter "Judgment Sum").

13. The Judgment Sum is a sum certain, calculated purely by contract, to which the Court Clerk may enter Default Judgment pursuant to Fed.R.Civ.P. 55(b)(1).

14. Defendant is a corporate entity, not a minor, incompetent person or military member. Fed.R.Civ.P. 55(b)(1).

HUSCH BLACKWELL LLP

By: /s/ Bryan Wade
Bryan O. Wade, #41939